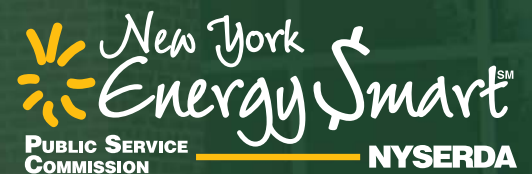


NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

# NEW CONSTRUCTION PROGRAM – FINANCIAL INCENTIVES PROGRAM OPPORTUNITY NOTICE (PON)

Incentives are available for the purchase and installation of energy-efficient equipment that reduces electric energy consumption in new and substantially renovated buildings.

Incentive tables included in the back pocket of this application packet list the specific incentives available.





**T**he New York State Energy Research and Development Authority (NYSERDA) is a public benefit corporation, established by the New York State Legislature in 1975. Its mandate is to use innovation and technology to solve some of New York's most difficult energy and environmental problems in ways that improve the State's economy. NYSERDA does so through research and development programs and consumer-oriented efforts. The **New York Energy \$mart<sup>SM</sup>** program is designed to encourage energy efficiency to reduce operating costs, lower emissions from electric generation, and reduce the strain on the State's transmission system.

Albany



Rochester



Buffalo



Syracuse



New York City







# New Construction Program – Financial Incentives Program Opportunity Notice (PON)

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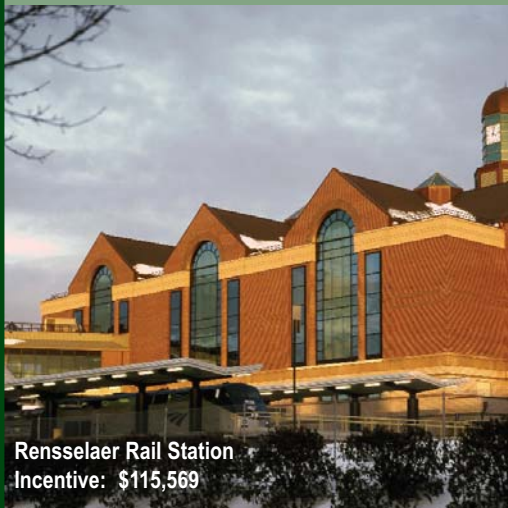
Museum of Modern Art  
Incentive: \$400,000

Photo Courtesy Timothy Hursley

# PROGRAM OBJECTIVES



Saugerties Kiwanis Ice Arena  
Incentive: \$49,961



Rensselaer Rail Station  
Incentive: \$115,569



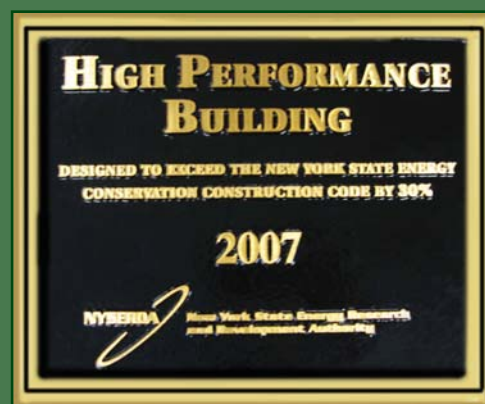
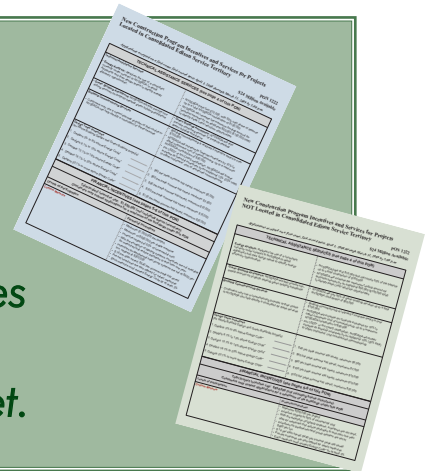
Minisink Valley High School Swimming Pool  
Incentive: \$11,399

The New Construction Program (NCP) offers technical support to building design teams and financial incentives to building owners to effect a permanent transformation in the way buildings are designed and constructed in New York State. These incentives are based on the anticipated building energy efficiency improvements.

In addition, the NCP offers services and incentives to building owners and designers to encourage green building practices and green building certification. NYSERDA also offers funding for building commissioning, peak-load reduction, and advanced solar and daylighting systems.

For additional information on the NCP Program, please visit [newconstruction.nyserdera.org](http://newconstruction.nyserdera.org)

*Details about Financial Incentives and Technical Assistance services are located at the back of this packet.*



Buildings that are designed to exceed New York State Energy Conservation Construction Code requirements by at least 30% will receive this plaque to display on the building.



# WHO IS ELIGIBLE

**S**tate and local governments, businesses, not-for-profit and private institutions, public and private schools, colleges and universities, multi-family buildings (seeking green buildings services), and health-care facilities that pay into the System Benefits Charge are eligible for incentives. Eligible applicants must purchase energy from one of the following utility companies: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc., or Rochester Gas and Electric Corporation.

## ELIGIBLE PROJECTS:

- **New Construction:** defined as a new building, or space within a new building, for which a licensed professional architect or engineer has prepared and certified building plans, or
- **Substantial Renovations:** defined as one of the following types of projects where a licensed professional architect or engineer has prepared and certified building plans for:
  - Change of use and reconstruction of an existing building or space within;
  - Construction work of a nature requiring that the building or space within be out of service for at least 30 consecutive days; or,
  - Reconstruction of a vacant structure or space within.

**T**o ensure eligibility to participate in all services available through the NCP and to maximize NCP benefits, NYSERDA recommends that applications be submitted in the early schematic design phase or sooner.

Applicants may also be eligible for reduced interest financing through the **New York Energy Smart<sup>SM</sup> Loan Fund** Program ([www.nyserra.org/loanfund](http://www.nyserra.org/loanfund)). With the exception of the Loan Fund Program, applicants may not obtain incentives for the same energy measure through other **New York Energy Smart<sup>SM</sup>** programs.



Clifton Park-Halfmoon Public Library  
Incentive: \$408,139



Dancing Wings Butterfly Garden® at Strong  
National Museum of Play, Rochester, NY  
Incentive: \$440,000



SUNY College of Environmental Science  
and Forestry - Baker Laboratory  
Incentive: \$378,862

## Technical Assistance

- TA providers are assigned by NYSERDA, based on availability, location, and project-specific needs.
- Under NYSERDA direction, TA providers may conduct assessments of potential energy saving measures, as well as design features and opportunities to reduce electricity peak-demand.
- TA services may include, but are not limited to:
  - Computer modeling
  - Green Building and energy efficiency analysis
  - Federal tax credit eligibility under the Energy Policy Act (EPACT) of 2005
  - NYS Green Buildings Tax Credit

Participation in the NCP begins with identifying energy efficiency opportunities. To accomplish this, NYSERDA can provide Technical Assistance (TA) services and incentives to **help applicants and their design teams assess energy efficiency and green building opportunities**. NYSERDA will direct a TA provider, under contract to NYSERDA, to prepare a scope of work and budget for these services. This scope of work will then be reviewed by the applicant for approval and commitment for their cost share prior to delivery of services.

At no cost to the applicant, an outreach project consultant (OPC) will schedule and participate in meetings with the project teams and NYSERDA's TA provider to identify the assistance necessary and available for each project. OPCs are engineers, architects, or energy professionals who are under contract with NYSERDA to work directly with applicants to assist with project needs. These individuals will coordinate the activities of the TA providers, review TA scopes of work and studies, and be available to answer any questions the applicant may have. OPCs may also conduct green building charettes to identify green building opportunities. Once the project is completed, an OPC may inspect and verify installation of the energy efficiency measures.

***These cost-shared services can determine the most applicable energy improvements for each building.*** This analysis may include the calculated payback on investment for each energy-efficient improvement, as well as identify eligible NYSERDA incentives.

### Commissioning Incentives

The NCP also offers financial incentives for building commissioning services. Commissioning is a systematic quality-assurance service that verifies the building systems meet performance requirements and are operating at maximum efficiency. Commissioning results can identify issues that dramatically reduce operating and maintenance costs, provide better occupant conditions, facilitate upgrades, and fulfill Leadership in Energy and Environmental Design (LEED®) and New York Collaborative for High Performance Schools (NY-CHPS) requirements, Executive Order No. 111 ("Green and Clean" State Buildings and Vehicles), and the New York State Green Building Tax Credit requirements. Additional incentives are available for Commissioning services.

### Design Team Incentive

Incentives are available for the project Architect and/or Engineer-of-Record for participation in the NCP. Eligible projects are those that participate under the Whole Building Design or Green Building Approach. The project must also exceed the New York State Energy Conservation Construction Code (Energy Code) performance requirements to be eligible for this incentive. A TA provider will be available to help applicants achieve this goal.

# INCENTIVES

**Financial incentives are based upon the anticipated energy performance** of the building relative to the Energy Code requirements. Actual incentives are based upon the anticipated energy performance of the building. Incentives cover a significant portion of the incremental costs of energy efficiency measures. Incremental costs are defined as the cost difference between the installed high-efficiency equipment and the equipment that meets Energy Code requirements.

NYSERDA will provide written pre-approval of all applications qualified for financial incentives. This pre-approval authorizes the applicant to proceed with the specification, purchase, and installation of specific equipment and building features described in the approved application. NYSERDA will hold the necessary incentive funds for the applicant until the building is complete.

The applicant will then be asked to provide written certification that the equipment and building features have been installed. Upon NYSERDA review and approval of the completed application and any technical reports, a check will then be issued to the applicant. NYSERDA may elect to inspect any and all projects prior to final approval and the applicant must provide site access to NYSERDA staff or contractors after project completion for possible measurement and verification.



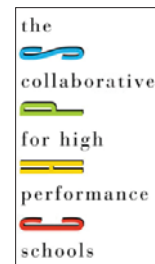
The Westin Hotel at Times Square  
Incentive: \$365,968





# LEVELS OF PARTICIPATION

NYSERDA's New Construction Program can help the applicant achieve goals of energy efficiency and sustainability. Projects will fall into one of the following categories for incentives:



Custom Measure Approach

Through this approach, potential energy saving opportunities and associated incentives are calculated for a variety of individual measures. This approach may be most appropriate for applicants who have progressed beyond the design development phase or may not require computer simulation to determine the economic benefits of alternative conservation measures. (For simple or small projects, pre-set incentives are available to expedite approvals).



Whole Building Design

This analysis approach is designed for projects where the applicant elects to examine interactions between energy efficiency improvements and their effect on overall energy needs throughout the entire building. Projects must not have gone beyond the schematic design phase to be eligible for Whole Building Design incentives. Whole Building Design projects will generally yield the highest level of energy savings and incentives. Incentives are set up in a tiered structure whereby the higher the overall kW and kWh levels of energy savings for the building, the greater the incentives offered by NYSERDA. This analysis methodology is generally suited for projects of at least 25,000 sq. ft., with cooling loads of at least 100 tons, and 50 kW of lighting load.

Green Building Option

The Green Building Option promotes the design and construction of buildings, giving careful consideration to three main elements: healthy indoor environment, maximum energy efficiency, and conservative, thoughtful use of natural resources. The Green Building Option is the most comprehensive package of services offered. These services are eligible for the same incentive levels as those listed under the Whole Building Design approach. These projects are also eligible for additional cost-shared technical assistance services tailored to the needs of green buildings, such as meeting the requirements of the LEED® certification or NY-CHPS requirements for school buildings. Green Building projects may receive energy modeling services, as well as incentives and assistance in achieving the building's LEED® or NY-CHPS certification.



# BONUS INCENTIVES

## Bonus incentives offered through the New Construction Program:

- **Advanced Solar and Daylighting Incentives** – Additional incentives are available through partnership with other NYSERDA programs for the design and installation of advanced solar and daylighting technologies.
- **Peak-Load Reduction** – This incentive is available to applicants who have a participating Whole Building Design or Custom Measure project incorporating features to provide for management of electric peak-load consumption. This may include, but is not limited to, Energy Management Systems (EMS) with load control features, dedicated load/circuits designed to automatically curtail load (e.g., perimeter lighting, signage, and lobby lighting), or other load-curtailling technologies. To receive this incentive, the applicant must agree to participate in a demand reduction program offered by the New York Independent System Operator (NYISO).

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## Additional incentives for projects located in the Con Edison service territory only:

- **Natural Gas** – Incentives are also available for natural gas efficiency improvements on a dollars-per-therm basis.
- **Steam Cooling** - The NCP offers incentives for both electrically driven and steam driven chillers. There may be applications where either a stand-alone steam driven chiller system or hybrid steam chiller systems may provide operational and economic benefits with respect to reducing electric demand costs during high periods of electric use.

The Hearst Corporation  
Incentive: \$540,000



# HOW TO PARTICIPATE

Goldman Sachs' headquarters  
at 200 West Street  
Incentive: \$133,555

Interested participants should fill out and submit the enclosed application.

A NYSERDA-contracted OPC will contact the applicant to explain the NCP more thoroughly and help identify the assistance available for the project. OPCs will work with applicants and their design teams to determine eligibility, explore participation options, identify technical assistance needs, and provide assistance in completing program applications. Questions about the NCP process can be directed to either NYSERDA staff or one of its OPCs.

**Applications must be clearly labeled, properly completed, and bear an original signature. Mailed to the following address:**

**NYSERDA  
New Construction Program  
Attn: Program Manager  
17 Columbia Circle  
Albany, NY 12203-6399**

**Contact Information:**  
(518) 862-1090, ext. 3412  
info@nyserda.org  
1-866-697-3732 (toll-free)

*Late, incomplete, or unsigned applications will be returned. Faxed or e-mailed applications will not be accepted. The application form is located at the back of this packet. Additional forms are available directly from the NYSERDA website at [newconstruction.nyserda.org](http://newconstruction.nyserda.org)*

*Applications will not be accepted at any location other than the address above. If changes are made to the program terms, notification will be posted on NYSERDA's website.*



# NEW CONSTRUCTION PROGRAM TERMS & CONDITIONS

## 1. Incentives

- (a) Subject to these Terms & Conditions, New York State Energy Research and Development Authority (“NYSERDA”) will pay incentives for the installation of EEMs in qualified building projects.
- (b) “EEMs” are those electric energy efficiency measures described in the program application form and site-specific Custom or Whole Building Design measures that are approved by NYSERDA.

## 2. Eligibility

- (a) Eligible applicants are New York State electricity distribution customers of Central Hudson Gas & Electric Corp., Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc. or Rochester Gas and Electric Corporation, and who have legal authority to make energy efficiency improvements in the property that they occupy or will occupy. Eligible applicants are defined as the building owner of the property, a tenant/leaseholder with at least five years remaining on the lease, or non-residential condominium owners occupying and holding title to space within the subject building, or non-residential cooperative shareholders having the right to occupy space within the subject building. All applicants including those in a negotiated rate class, must pay the System Benefits Charge in order to be eligible for this program. Applicants must certify their eligibility on their applications.
- (b) Eligible customers for the Con Edison System-Wide Demand Reduction Program are Con Edison electrical distribution customers paying the Monthly Adjustment Clause (MAC). The MAC tariff is applicable to customers served under the Full Service Schedule, except for SC 11, and to customers served under the Retail Access Rate Schedule, except for SC 15-RA.
- (c) EEMs can be installed only in a commercial, institutional, governmental, or multifamily building of five or more residential units (Building) that are located in the utility service areas listed in 2(a) above.
- (d) Projects that are out to bid are generally not eligible for Whole Building Design incentives, but may be considered on a case by case basis

## 3. Approval and Installation Survey

- (a) NYSERDA is not bound to pay any incentives unless NYSERDA approves the EEMs proposed by the applicant and the measures were installed and inspected. NYSERDA reserves complete discretion to approve or disapprove any proposed EEMs.

## 4. Incentive Amounts

- (a) Before approving any incentive amounts requested by the applicant, NYSERDA reserves the right to adjust or negotiate the incentive amount.
- (b) NYSERDA reserves the right to reduce the incentive amount if the quantity or cost of EEMs actually installed by the applicant differs from the pre-approved amounts. Notwithstanding any other provision of these Terms and Conditions, NYSERDA reserves the right to seek a refund for incentives paid if, at any time, it learns that the agreed-to EEMs were not actually and properly installed or have subsequently been disconnected.
- (c) Capital cost incentives are based on predicted kilowatt hours (kWh) and summer on-peak kWh reductions. Summer on-peak is the period from May 1 to October 31 between the hours of 12:00 p.m. and 6:00 p.m., Monday through Friday, excluding holidays.

## 5. Cost of Equipment

Upon completion of the post installation inspection, and at any other time upon NYSERDA’s request, the applicant shall provide NYSERDA copies of all invoices (including all materials, labor, and

equipment discounts) reflecting the costs of purchasing and installing the EEMs. The invoices shall include a breakdown of all EEMs purchased for installation under this Agreement (the application and these Terms and Conditions). In addition, NYSERDA may request any other reasonable documentation or verification of the cost to the applicant of purchasing and installing the EEM.

## 6. Incentive Payments

NYSERDA shall pay the capital cost incentive of the upon receipt of applicant’s invoice in accordance with and subject to the provisions of NYSERDA’s Prompt Payment Policy after all of the following conditions are met: (1) installation of the EEMs in the identified building project is completed; (2) all necessary documentation is provided; and (3) NYSERDA has verified installation costs and satisfactory installation of the EEMs, all in accordance with the specifications. Technical assistance incentives are offered as a cost-share by NYSERDA.

## 7. Follow-up Visits and On-Site Monitoring

- (a) NYSERDA reserves the right to make a reasonable number of pre- and post-installation follow-up visits to the building (identified Building) during the 24 months following the actual completion date. Such visit(s) will be at a time convenient to the applicant and made with at least one week advance notice to the applicant by NYSERDA.
- (b) The purpose of the follow-up visit(s) is to provide NYSERDA with an opportunity to evaluate the installed EEMs in order to determine the actual kW reduction and energy savings for program evaluation purposes.

## 8. Post-Installation Verification

NYSERDA is not bound to pay any incentives until it has performed a satisfactory post-installation verification of the installation. If NYSERDA determines that the EEMs were not installed in a manner that is consistent with the purpose of achieving energy savings, or if the installation was not consistent with generally accepted good engineering practices, NYSERDA may require changes before making any payments. NYSERDA will not pay incentives until it has been verified that the applicant has received, as appropriate, final drawings, operation and maintenance manuals, and operator training.

## 9. Limited Scope of Review

The scope of review by NYSERDA of the design and installation of the EEMs is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

## 10. Changes in the Program

Notwithstanding paragraph 21(b), the program and these Terms & Conditions may be changed by NYSERDA at any time without notice. Approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the approval by NYSERDA.

## 11. Installation Schedule Requirements

If the applicant is not engaged in a continuous program of new construction or substantial renovation of the building project by the end of one year from the date NYSERDA accepts this Agreement (the application and these Terms and Conditions) NYSERDA may cancel this Agreement.

## 12. Indemnification

The applicant shall protect, indemnify, and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys’ fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the applicant under this section shall survive any expiration or termination of this Agreement.

### 13. No Warranties

- (a) NYSEDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSEDA provides no warranties, expressed or implied, for any product or services. The applicant's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc.
- (b) The applicant acknowledges that neither NYSEDA nor any of its consultants are responsible for assuring that the design, engineering and construction of the Building or installation of the EEMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. NYSEDA does not make any representations of any kind regarding the results to be achieved by the EEMs or the adequacy or safety of such measures.

### 14. Limit of Incentive Payments

NYSEDA reserves the right, for any reason, to stop approving incentive applications at any time without notice.

### 15. Release by the Applicant

The acceptance by the applicant of final payment shall release NYSEDA from all claims and liability the applicant, its representatives, and assigns might otherwise have relating to this award.

### 16. Title to equipment

Title to all of the equipment purchased under this Agreement shall vest with the applicant.

### 17. Application Does Not Entitle Applicant to Participate

Submission of a completed application does not entitle the applicant to program participation.

### 18. Vendor Selection

NYSEDA acknowledges that the applicant may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for approval by NYSEDA. NYSEDA expects the applicant to competitively procure products and services related to this Agreement. Notwithstanding the foregoing, the applicant acknowledges that NYSEDA has the right not to allow a vendor or contractor to participate in this program.

### 19. Removal of Equipment

The applicant agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all laws, rules, and regulations.

### 20. Review of Specifications, Submittals and Drawings

The applicant will provide NYSEDA with a copy of the specifications for the construction of the building projects that will be provided to the construction contractors. Such specifications must include the EEMs. NYSEDA may refuse to pay incentives if the specifications do not provide for installation of the EEMs consistent with good engineering and energy-efficient design practices. Applicant will, upon request by NYSEDA, provide a copy of the as-built drawings and equipment submittals for the Building. NYSEDA may refuse to pay incentives if the final submittals and drawings do not substantially reflect the installation of the EEMs consistent with the original design intent as identified on the applicant application and worksheets.

### 21. Miscellaneous

- (a) This Agreement (the application and these Terms and Conditions) is the entire agreement between the parties and supersedes all other communications and representations.
- (b) If either NYSEDA or the applicant desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

### 22. Site-Specific Custom Measures

NYSEDA will only approve those site-specific Custom EEMs that NYSEDA believes have cost-effective electric demand, and/or usage reduction potential. In any case, NYSEDA reserves sole discretion to approve or disapprove of any such EEMs proposed.

### 23. Incremental Installation Service Costs Recognized

NYSEDA will recognize incremental installation costs only to the extent that they are reasonable and actually incurred by the applicant.

### 24. Contractor Performance Contract Agreements

Applicants participating in a performance contract agreement to implement EEMs will be ineligible to receive incentives for the same EEMs through this program.

### 25. Approval Notice

After an application is approved by NYSEDA's authorized representative, the applicant will receive written notification of the approved incentive amount and the date that the EEMs must be fully installed to qualify for incentive payments. Any EEMs installed prior to the issuance of NYSEDA's written approval will be deemed an unauthorized installation and NYSEDA will have no obligation to pay incentives for those EEMs.

### 26. Audit

The applicant shall keep, maintain, and preserve for a period of three years after receipt of the incentives, full and detailed books, accounts, and records pertaining to the performance of this Agreement. NYSEDA shall have the right from time to time and at all reasonable times during this period to inspect and audit any and all books, accounts and records at the office or offices of the applicant where they are then being kept, maintained and preserved. Any payment made under this Agreement shall be subject to retroactive reduction for amounts included therein that are found by NYSEDA on the basis of any audit of the applicant by an agency of the United States, State of New York or NYSEDA not to constitute an allowable change or cost hereafter.

## EXHIBIT B PART 504

### PROMPT PAYMENT POLICY STATEMENT

#### 1. Section 504.1: Purpose and Applicability

- (A) The purpose of this Part is to implement section 2880 of the Public Authorities Law by detailing the authority's policy for making payment promptly on amounts properly due and owing by the authority under contracts. This Part constitutes the authority's prompt payment policy statement as required by that section.
- (B) This Part generally applies to payments due and owing by the authority to a person or business in the private sector under a contract it has entered into with the authority on or after May 1, 1988. This Part does not apply to payments due and owing:
  - (1) under the Eminent Domain Procedure Law;
  - (2) as interest allowed on judgments rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;
  - (3) to the Federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;
  - (4) if the Authority is exercising a legally authorized set-off against all or part of the payment; or
  - (5) if other State or Federal law or rule or regulation specifically requires otherwise.

#### 2. Section 504.2: Definitions as used in this part, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

- (A) "Authority" means the New York State Energy Research and Development Authority.
- (B) "Contract" means an enforceable agreement entered into between the Authority and a contractor.



- (C) “Contractor” means any person, partnership, private corporation, or association:
- (1) selling materials, equipment or supplies or leasing property or equipment to the Authority pursuant to a contract;
  - (2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for, or on behalf of, the Authority pursuant to a contract; or
  - (3) rendering or providing services to the Authority pursuant to a contract.
- (D) “Date of payment” means the date on which the Authority requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a payment.
- (E) “Designated payment office” means the Office of the Authority’s Controller, located at 17 Columbia Circle, Albany, New York 12203.
- (F) “Payment” means provision by the Authority of funds in an amount sufficient to satisfy a debt properly due and owing to a contractor and payable under all applicable provisions of a contract to which this Part applies and of law, including but not limited to provisions for retained amounts or provisions that may limit the Authority’s power to pay, such as claims, liens, attachments or judgments against the contractor that have not been properly discharged, waived or released.
- (G) “Prompt payment” means a payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Part in order for the Authority not to be liable for interest pursuant to Section 504.6.
- (H) “Payment due date” means the date by which the date of payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Part, in order for the Authority not to be liable for interest pursuant to Section 5.06.
- (I) “Proper invoice” means a written request for a contract payment that is submitted by a contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as the Authority may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to the Authority’s Controller, marked “Attention: Accounts Payable,” at the designated payment office or submitted electronically to [invoices@nysesda.org](mailto:invoices@nysesda.org).
- (J)(1) “Receipt of an invoice” means:
- (i) if the payment is one for which an invoice is required, the later of:
    - (a) the date on which a proper invoice is actually received in the designated payment office during normal business hours; or
    - (b) the date by which, during normal business hours, the Authority has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.
  - (ii) if a contract provides that a payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.
- (J)(2) For purposes of this subdivision, if the contract requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced the Authority for the portion working, completed or delivered, the Authority will not be in receipt of an invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.
- (K) “Set-off” means the reduction by the Authority of a payment due a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Authority.

### 3.Section 504.3 Prompt payment schedule

Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Part, the date of payment by the Authority of an amount properly due and owing under a contract shall be no later than 30 calendar days, excluding legal holidays, after such receipt.

### 4.Section 504.4 Payment procedures

- (A) Unless otherwise specified by a contract provision, a proper invoice submitted by the contractor to the designated payment office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the designated payment office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by the Authority.
- (B) The Authority shall notify the contractor within 15 calendar days after receipt of an invoice of:
- (1) any defects in the delivered goods, property or services;
  - (2) any defects in the invoice; and
  - (3) suspected improprieties of any kind.
- (C) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.
- (D) If the Authority fails to notify a contractor of a defect or impropriety within the fifteen calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the contractor. If the Authority fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the payment due date shall be calculated using the original date of receipt of an invoice.
- (E) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, the Authority shall make payment, consistent with any such correction or resolution and the provisions of this Part.

### 5.Section 504.5 Exceptions and extension of payment due date

The Authority has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Part, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

- (A) If the case of a payment, which a contract provides will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by the contract or other State or Federal mandate has not been submitted to the Authority on a timely basis, then the payment due date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to the Authority and the date when the Authority has actually received such matter.
- (B) If an inspection or testing period, performance verification, audit or other review or documentation independent of the contractor is specifically required by the contract or by other State or Federal mandate, whether to be performed by or on behalf of the Authority or another entity, or is specifically permitted by the contract or by other State or Federal provision and the Authority or other entity with the right to do so elects to have such activity or documentation undertaken, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when any such activity or documentation has been completed, the Authority has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.
- (C) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the contract, prior to payment, then the payment due date shall be extended by the

number of calendar days from the date of receipt of an invoice to the date when the State or Federal agency, or other contributing party to the contract, has completed the inspection, advised the Authority of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(D) If appropriated funds from which payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to the Authority, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when such funds are made available to the Authority.

#### **6. Section 504.6 Interest eligibility and computation**

If the Authority fails to make prompt payment, the Authority shall pay interest to a contractor on the payment when such interest computed as provided herein is equal to or more than ten dollars. Interest shall be computed and accrue at the daily rate in effect on the date of payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a payment shall be computed for the period beginning on the day after the payment due date and ending on the date of payment.

#### **7. Section 504.7 Sources of funds to pay interest**

Any interest payable by the Authority pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

#### **8. Section 504.8 Incorporation of prompt payment policy statement into contracts**

The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that the Authority may subsequently amend this Part by further rulemaking.

#### **9. Section 504.9 Notice of objection**

Unless a different procedure is specifically prescribed in a contract, a contractor may object to any action taken by the Authority pursuant to this Part that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to the Authority. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the address set forth in Section 504.2(e). The Vice President of the Authority, or his or her designee, shall review the objection for purposes of affirming or modifying the Authority's action. Within 15 working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the contractor either that the Authority's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed 30 working days.

#### **10. Section 504.10 Judicial Review**

Any determination made by the Authority pursuant to this Part, which prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Part or any other review procedure that may be specified in the contract or by other law, rule, or regulation.

#### **11. Section 504.11 Court action or other legal processes**

(A) Notwithstanding any other law to the contrary, the liability of the Authority to make an interest payment to a contractor pursuant to this Part shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(B) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by the Authority after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

#### **12. Section 504.12 Amendments**

These regulations may be amended by resolution of the Authority, provided that the Chair, upon written notice to the other Members of the Authority, may from time to time promulgate nonmaterial amendments of these regulations.

## **EXHIBIT C GENERAL CONDITIONS**

#### **Proprietary Information**

Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes.

The NYS Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exclude it from disclosure, including a written statement of the reasons why the information should be excluded. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

#### **Omnibus Procurement Act of 1992**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development  
Division For Small Business  
30 South Pearl Street  
Albany, NY 12245

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development  
Minority and Women's Business Development Division  
30 South Pearl Street  
Albany, NY 12245



NYSERDA  
1-866-NYSERDA  
(518) 862-1090  
[www.nyserdera.org](http://www.nyserdera.org)





**NYSERDA**

**New York State Energy Research  
and Development Authority**

State of New York  
David A. Paterson, Governor

New York State Energy Research and Development Authority  
Vincent A. DeLorio, Esq., Chairman

Toll Free: 1-866-NYSERDA  
(518) 862-1090  
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17 Columbia Circle  
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518.862.1090

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485 Seventh Avenue  
New York, NY 10018  
212.971.5342

Buffalo Office  
726 Exchange Street  
Suite 821  
Buffalo, NY 14210  
716.842.1522



# NEW CONSTRUCTION PROGRAM - PON 1222, \$43 million available APPLICATION

To be completed by Building Owner or Tenant (refer to PON for Eligibility Requirements)

Please complete the application and return it with any required attachments to:

New Construction Attn: Program Manager, NYSERDA, 17 Columbia Circle, Albany, NY 12203-6399.

Upon receipt of the application, a NYSERDA representative will contact you to discuss available technical services and to provide assistance in completing any additional forms, if necessary.

**NCP** \_\_\_\_\_  
NYSERDA Use Only

**Applications accepted on a first-come, first-served basis April 1, 2008 through December 31, 2009 by 5:00 PM Eastern Time**

## A. Applicant Information (as shown on your tax return. Payment shall only be made to Applicant)

Applicant/Company Name _____	Contact Name _____
<b>Check One:</b> <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership	Day Phone (____) _____
<input type="checkbox"/> Corporation <input type="checkbox"/> Exempt Payee	Fax (____) _____
Address 1 _____	E-Mail _____
Address 2 _____	
City _____ State _____ Zip _____	<b>Check One:</b> <input type="checkbox"/> Owner
Federal ID or Social Security # _____	<input type="checkbox"/> Cooperative Owner/Shareholder <input type="checkbox"/> Condominium Owner
	<input type="checkbox"/> Qualified Tenant/Leaseholder (Min. 5-yr. lease term remaining)

## B. Contact Information (Required unless same as Applicant)

Building Name _____	Contact Name _____
Address 1 _____	Day Phone (____) _____
Address 2 _____	Fax (____) _____
City _____ State _____ Zip _____	E-Mail _____

## C. Building Information

Application/Company Name _____	Building Size (square feet) _____
Address 1 _____	Building Area (square footage) subject to this application
Address 2 _____	(if not entire building) _____
City _____ State _____ Zip _____	Estimated Construction Cost _____

**D. Construction Type**

<input type="checkbox"/> New Building	<input type="checkbox"/> Change of Use and Reconstruction
<input type="checkbox"/> Tenant Space in New Building or Substantial Renovation Project	
<input type="checkbox"/> Reconstruction of vacant structure, or space within (construction must be of a nature such that the building cannot be occupied for at least 30 days)	

**E. Building Use**

<input type="checkbox"/> Agricultural	<input type="checkbox"/> Commercial - Wholesale/Retail	<input type="checkbox"/> Local Gov.	<input type="checkbox"/> K-12 School
<input type="checkbox"/> Not-for-Profit	<input type="checkbox"/> Multifamily (5 units or more)	<input type="checkbox"/> State Gov.	<input type="checkbox"/> College/University
<input type="checkbox"/> Healthcare	<input type="checkbox"/> Industrial/Manufacturing	<input type="checkbox"/> Federal Gov.	

**F. Schedule** (please list all dates, even if phase is complete)

1 Schematic Design Completion Date _____	3 Construction Documents Completion Date _____
2 Design Development Completion Date _____	4 Bid Date _____
	5 Construction Completion Date _____

## G. Electric Utility Information (You must pay into the System Benefits Charge to be eligible for this Program)

<input type="checkbox"/> Central Hudson Gas & Electric Co.	<input type="checkbox"/> Consolidated Edison Company of New York, Inc.	<input type="checkbox"/> National Grid
<input type="checkbox"/> New York State Electric & Gas Corp.	<input type="checkbox"/> Orange and Rockland Utilities, Inc.	<input type="checkbox"/> Rochester Gas and Electric Corp.

## H. Services or Incentives Desired (Please Check All That May Apply)

<input type="checkbox"/> Technical Assistance	<input type="checkbox"/> Whole Building Design	<input type="checkbox"/> Industrial & Process Efficiency
<input type="checkbox"/> Green Building/LEED® Services	<input type="checkbox"/> Advanced Daylighting/Solar	<input type="checkbox"/> Commissioning Services
<input type="checkbox"/> Custom Measures	<input type="checkbox"/> Demand Reduction	<input type="checkbox"/> Benchmarking

**I. Have you received any other incentives through NYSERDA?**

- ☐ No  
☐ Yes

Program Name and/or PON # \_\_\_\_\_

Please describe: \_\_\_\_\_

**J. Agreement to Terms and Certification Statement (Application MUST contain an original signature. Faxed copies are unacceptable).**

1. The New York State Energy Research and Development Authority (NYSERDA) understands that the Applicant named below has undertaken a qualified new construction or substantial renovation project as set forth in this application.
2. If Technical Assistance is requested, NYSEDA will arrange to provide technical services to support this application through the preparation of a written Scope of Work and budget by a NYSEDA-retained Technical Consultant. The Applicant will be asked to approve the Scope of Work. Applicants may be eligible for up to \$10,000 of technical assistance provided by the NYSEDA-retained consultant at no cost to the Applicant. For projects with greater technical assistance needs, NYSEDA will cost-share 50% of the assistance costs in excess of \$10,000, up to a maximum NYSEDA contribution of \$100,000. Once approval is received from the Applicant on a specific Scope of Work, NYSEDA will authorize the Technical Consultant to proceed.
3. The Applicant agrees to provide the Technical Consultant with access to the site and to design and construction documents. The Applicant and the Applicant's Design Team agree to assist the Technical Consultant by providing design materials and measure pricing information in a timely manner. As part of this agreement, NYSEDA will oversee the Technical Consultant's progress in carrying out the work, ensure that the results conform to the Scope of Work, provide a review of the report prepared under the Scope of Work, and be available to address relevant questions that arise during this project. If payment is required by the Applicant, a separate agreement outlining any financial obligation will be sent to the Applicant for signature. Signature of this application does not tie the Applicant to any financial obligation.
4. NYSEDA will retain a copy of all materials or reports completed in accordance with the Scope of Work. Unless identified as confidential or proprietary by the Applicant, information contained in these materials or reports may be used for the purpose of promoting awareness and adoption of energy efficiency strategies, practices and technologies. NYSEDA does not provide any endorsement of the Technical Consultant's capabilities to provide services outside the Scope of Work to be conducted pursuant to this program.
5. NYSEDA is not responsible for the payment of any taxes assessed by federal, state or local governments on benefits conferred on the Applicant by NYSEDA. No party shall be liable to the others for any indirect, incidental or consequential damages.
6. I certify that I am authorized to act on behalf of the Applicant, and I certify that all information provided in this application, including any such attachments, is true and correct to the best of my knowledge. I have reviewed the eligibility criteria and I understand that I will be required to provide additional information to NYSEDA and to verify individual equipment eligibility. I have read and understand the above Terms and Conditions that are part of this application and agree on behalf of the Applicant to abide by them.
7. I certify that the Applicant is an electricity distribution customer of one of the following utilities: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, National Grid, Orange and Rockland Utilities, Inc., or Rochester Gas and Electric Corporation, and that I pay the System Benefits Charge directly, or, if I am a negotiated rate class customer, I further certify that the owner of the building or part thereof receiving benefits through this program pays the System Benefits Charge and will do so for at least the duration of the receipt of benefits under this program.
8. **The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and**
9. **I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and**
10. **I am a U.S. citizen or other U.S. person (as defined in IRS Form W-9).**

Applicant/Company Name \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>For NYSEDA Use Only</b>	<b>Application Number</b> _____
Date Stamp	Project Manager _____
	OPC _____
	TA _____



# NEW CONSTRUCTION PROGRAM INCENTIVES AND SERVICES FOR PROJECTS NOT LOCATED IN CONSOLIDATED EDISON SERVICE TERRITORY

PON 1222

**\$43 Million Available**

*Applications accepted on a first-come, first-served basis April 1, 2008 through December 31, 2009 by 5:00 p.m.*

## TECHNICAL ASSISTANCE SERVICES

### Technical Assistance Services

- **Energy Analysis:** Requires the use of a consultant currently under contract to NYSERDA to assist customers and their design teams to identify energy efficiency opportunities.
- **Green Building Assistance:** NYSERDA will also provide consulting services for projects seeking green building assistance.
- NYSERDA pays first \$10,000 and cost shares 50% of the balance up to a total contribution of \$100,000.
- NYSERDA will increase the maximum funding amount for technical services by an additional \$50,000 (\$150,000 total) to identify Peak Load reduction opportunities.
- NYSERDA will pay 50% of green building services up to a total NYSERDA contribution of \$50,000.

### Building Commissioning Services

- Customers may use a commissioning provider of their choice or NYSERDA can help identify a consultant for these services.
- Building commissioning is required if incentive award is over \$100,000
- NYSERDA will increase its financial incentives by 10% to offset customer's cost of commissioning, up to a maximum NYSERDA contribution of \$50,000
- For LEED® or NY-CHPS certification, NYSERDA will further increase its financial incentives by an additional 10% (20% total) to offset customer's cost of enhanced commissioning

### Design Team Incentives

(for Whole Building Design and Green Buildings projects)

- |   |   |   |
|---|---|---|
| 1. Designs 3% to 8% above Energy Code*      | → | 1. \$40 per peak summer kW saved, maximum \$5,000   |
| 2. Designs 8.1% to 13% above Energy Code*   | → | 2. \$60 per peak summer kW saved, maximum \$7,500   |
| 3. Designs 13.1% to 18% above Energy Code*  | → | 3. \$80 per peak summer kW saved, maximum \$10,000  |
| 4. Designs 18.1% to 23% above Energy Code*  | → | 4. \$100 per peak summer kW saved, maximum \$15,000 |
| 5. Designs 23.1% or more above Energy Code* | → | 5. \$120 per peak summer kW saved, maximum \$20,000 |

## FINANCIAL INCENTIVES

**Total project incentive cap: \$850,000 (not including bonus incentives).**

### Levels of Participation

### Financial Incentives

#### Custom Measure

- \$.16 per kWh saved; \$440 per summer peak kW saved
- Maximum \$200,000 per project
- Incentive capped at 50% of incremental cost
- With the exception of lighting systems, incentives are not available for measures that reduce paybacks to less than one year
- Incentives for geothermal heat pump systems are set at \$600 per ton
- Pre-set incentives are also offered for select measures
- Each measure must exceed Energy Code\* by at least 3%

All HVAC components must meet or exceed the Energy Code.  
No below-code tradeoffs are allowed

1. Designs 3% to 8% above Energy Code\*
2. Designs 8.1% to 13% above Energy Code\*
3. Designs 13.1% to 18% above Energy Code\*
4. Designs 18.1% to 23% above Energy Code\*
5. Designs 23.1% or more above Energy Code\*

1. \$.18 per kWh saved; \$470 per summer peak kW saved
2. \$.19 per kWh saved; \$490 per summer peak kW saved
3. \$.20 per kWh saved; \$510 per summer peak kW saved
4. \$.21 per kWh saved; \$530 per summer peak kW saved
5. \$.22 per kWh saved; \$550 per summer peak kW saved

(Incentives through the Whole Building Design approach apply, as well as the following additional incentives)



- Incentive increased by 10% for LEED® projects with at least 3 EAC-1 points, or NY-CHPS projects with at least 2 Energy 3.1.3 points, up to a maximum increase of \$75,000.
- Incentive increased by 25% for LEED® projects with at least 5 EAC-1 points, or NY-CHPS projects with at least 6 Energy 3.1.3 points up, to a maximum increase of \$150,000.
- Incentive cap increased to 75% of incremental cost

(to offset soft costs for certification):

1. Project is less than 50,000 square feet
2. Project is equal to or larger than 50,000 square feet

- For LEED® projects with at least 3 EAc-1 points

1. \$7,500
2. \$15,000

### Industrial & Process Efficiency (electric incentives only)

- Maximum 60% of incremental costs
- Maximum additional incentive \$200,000
- \$50 per peak kW curtailed summer load or 60% of incremental costs, whichever is less
- \$3,000 for advanced interval meter
- \$0.12/kWh
- Incentive capped at \$5,000,000 per process improvement project, or 50% of project (not incremental) cost, whichever is less

\* (based on ASHRAE/IESNA 90.1-2004)



# NEW CONSTRUCTION PROGRAM INCENTIVES AND SERVICES FOR PROJECTS LOCATED IN CONSOLIDATED EDISON SERVICE TERRITORY

**PON 1222**

**\$43 Million Available**

*Applications accepted on a first-come, first-served basis April 1, 2008 through December 31, 2009 by 5:00 p.m.*

## TECHNICAL ASSISTANCE SERVICES (see page 4 of this PON)

### Technical Assistance Services

- **Energy Analysis:** Requires the use of a consultant currently under contract to NYSERDA to assist Applicants and their design teams to identify energy efficiency opportunities.
  - **Green Building Assistance:** NYSERDA will also provide consulting services for projects seeking green building assistance
- NYSERDA pays first \$10,000, with 50% cost share of balance up to a total NYSERDA contribution of \$100,000
  - NYSERDA will increase the maximum funding amount for technical services by an additional \$50,000 (\$150,000 total) to identify Peak Load reduction opportunities
  - NYSERDA will pay 50% of green building services up to a total NYSERDA contribution of \$50,000

### Building Commissioning Services

- Customers may use a commissioning provider of their choice or NYSERDA can help identify a consultant for these services
- Building commissioning is required if incentive award is over \$100,000
  - NYSERDA will increase its financial incentives by 10% to offset customer's cost of commissioning, up to a maximum NYSERDA contribution of \$50,000
  - For LEED® or NY-CHPS certification, NYSERDA will further increase its financial incentives by an additional 10% (20% total) to offset customer's cost of enhanced commissioning

### Design Team Incentives

(for Whole Building Design and Green Building projects)

- |   |   |   |
|---|---|---|
| 1. Designs 3% to 8% above Energy Code*      | → | 1. \$40 per peak summer kW saved, maximum \$5,000   |
| 2. Designs 8.1% to 13% above Energy Code*   | → | 2. \$60 per peak summer kW saved, maximum \$7,500   |
| 3. Designs 13.1% to 18% above Energy Code*  | → | 3. \$80 per peak summer kW saved, maximum \$10,000  |
| 4. Designs 18.1% to 23% above Energy Code*  | → | 4. \$100 per peak summer kW saved, maximum \$15,000 |
| 5. Designs 23.1% or more above Energy Code* | → | 5. \$120 per peak summer kW saved, maximum \$20,000 |

## FINANCIAL INCENTIVES

**Total project incentive cap: \$1,650,000 (not including bonus incentives).**

### Levels of Participation

### Financial Incentives

#### Custom Measure

- \$.16 per kWh saved; \$540 per summer peak kW saved
- Maximum \$1,000,000 per project
- Maximum \$500,000 per single measure
- Incentive capped at 50% of incremental cost
- With the exception of lighting systems, incentives are not available for measures that reduce paybacks to less than one year
- Incentives for geothermal heat pump systems are set at \$600 per ton, capped at \$200,000
- Pre-set incentives are also offered for select measures
- Each measure must exceed Energy Code by at least 3%

All HVAC components must meet or exceed the Energy Code:  
no below-code tradeoffs are allowed

- Maximum \$1,500,000 per project
- Maximum of \$500,000 per single measure except steam cooling and geothermal heat pump systems
- Incentive capped at 60% of incremental cost (75% for LEED® or NY-CHPS certified buildings)
- With the exception of lighting systems, incentives are not available for measures that reduce paybacks to less than one year
- Incentives for geothermal heat pump systems are set at \$600 per ton, capped at \$400,000 per building
- Design must exceed the Energy Code\* by a minimum of 3%.

- |  |   |  |
|--|---|--|
| 1. Designs 3% to 8% above Energy Code*     | → | 1. \$.18/kWh saved; \$570 per summer peak kW saved |
| 2. Designs 8.1% to 13% above Energy Code*  | → | 2. \$.19/kWh saved; \$590 per summer peak kW saved |
| 3. Designs 13.1% to 18% above Energy Code* | → | 3. \$.20/kWh saved; \$610 per summer peak kW saved |
| 4. Designs 18.1% to 23% above Energy Code* | → | 4. \$.21/kWh saved; \$630 per summer peak kW saved |
| 5. Designs 23.1% and above Energy Code*    | → | 5. \$.22/kWh saved; \$650 per summer peak kW saved |

(Incentives through the Whole Building Design approach apply, as well as the following additional incentives)



- Incentive increased by 10% for LEED® projects with at least 3 EAc-1 points, or NY-CHPS projects with at least 2 Energy 3.1.3 points, up to a maximum increase of \$100,000.
- Incentive increased by 25% for LEED® projects with at least 5 EAc-1 points, or NY-CHPS projects with at least 6 Energy 3.1.3 points up to a maximum increase of \$150,000.
- Incentive cap increased to 75% of incremental cost

**BONUS INCENTIVES** (see page 7 of this PON)

(to offset soft costs for certification):

- For LEED® projects with at least 3 EAc-1 points

- |  |   |             |
|--|---|-------------|
| 1. Project is less than 50,000 square feet               | → | 1. \$7,500  |
| 2. Project is equal to or larger than 50,000 square feet | → | 2. \$15,000 |

## Advanced Solar Energy and Daylighting

- Maximum 60% of incremental costs
- Maximum additional incentive \$200,000

## Demand Response

- \$150 per peak kW of curtailed summer electric load or 60% of incremental costs, whichever is less.
- \$3,000 for advanced interval meter

### Industrial & Process Efficiency (electric incentives only)

- \$0.16/kWh
- Incentive capped at \$5,000,000 per process improvement project, or 50% of project (not incremental) cost, whichever is less

\* (based on ASHRAE/IESNA 90.1-2004)



# NEW CONSTRUCTION PROGRAM BONUS INCENTIVES AND SERVICES FOR INDUSTRIAL & PROCESS EFFICIENCY

## INDUSTRIAL AND PROCESS EFFICIENCY PERFORMANCE BASED INCENTIVE

The New York State Energy Research and Development Authority (NYSERDA) offers Industrial and Process Efficiency incentives to offset the cost of projects that improve energy efficiency and productivity at Industrial and Data Center facilities.

### Incentives

Each project will be unique based on the applicant's needs and site-specific process. Incentives are determined by multiplying the annual energy productivity savings by the rates below.

	Upstate	Con Edison
Industrial and Process Efficiency	\$0.12/kWh	\$0.16/kWh

Incentives are given for productivity-based energy savings. Industrial projects will reduce energy consumed per unit of production. Data Center projects will reduce energy consumed per unit of data processed. Applicants are eligible for up to \$5,000,000 per facility, not to exceed 50% of project cost.

Incentives are based on the custom application of commercially available technology. Project applicants working on first-of-a-kind or innovative process improvements also should consider NYSERDA's Industrial Process and Product Innovation Program (PON 1276).

### Eligibility

Eligible projects include but are not limited to:

#### Industrial

- Increased productivity and throughput
- Increased process efficiency
- Reduced waste
- Compressors, motors, VSDs, cooling, lighting efficiency improvements

#### Data Centers

- Virtualization
- Next-generation servers
- Cooling efficiency improvements
- Improved air-flow management
- Applications management strategies

### Measurements & Verification

Projects must undergo Measurement & Verification (M&V) for a period of up to two years. NYSERDA's technical consultant will create an M&V Plan in collaboration with the applicant. NYSERDA will pay 60% of the incentive upon installation and the balance during M&V.

### Minimum Size

Projects must qualify for an incentive of at least \$10,000.

NYSERDA is available to:

- Consult with customers about eligibility;
- Schedule site visits; and
- Assist customers with the application process

For further information contact the New Construction Program or [IPEOutreach@nyserda.org](mailto:IPEOutreach@nyserda.org)